

February 4, 2021

Jennifer Thompson
Town Administrator
Plainville Town Hall
190 South Street
Plainville, MA 02762

RE: Contract Extension

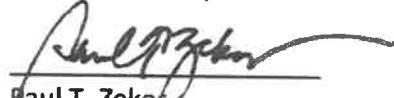
Dear Jennifer:

Please authorize an extension of the existing contract dated February 10, 2020, between the Town of Plainville and the Zekos Group (“Contract”). This will bring the existing Contract through February 10, 2022. (see Section A of Contract for renewal terms)

Kindly contact us with any questions. We look forward to working with the Town of Plainville again. Thank you.

Sincerely,

The Zekos Group



Paul T. Zekos

President

Town of Plainville



Jennifer Thompson

Town Administrator

AUCTIONEER CONTRACT

This agreement, dated February 10, 2020, is made between Paul T. Zekos of The Zekos Group, whose address is 382 Boston Turnpike, Suite 222, Shrewsbury, MA 01545, hereinafter referred to as the "Auctioneer", and The Town of Plainville, 190 South Street, Plainville, MA 02762, and hereinafter referred to as the "Owner".

A. Sale of Real Estate by Auction

The Owner employs the Auctioneer to sell at auction the real estate described in Schedule A, attached hereto. This agreement shall be for a term of one (1) year, commencing on February 10, 2020 and ending on February 9, 2021. This agreement may be renewed or extended for two (2) additional one-year periods, at the sole option of the Town, and upon the terms described in writing.

B. Duties of Auctioneer

1. Responsibility

It shall be the sole responsibility of the Auctioneer to sell the real estate herein provided for in a manner traditional to the auctioneering of such real estate, unless the parties shall otherwise agree. The style and format of the auction shall be in the sole discretion of the Auctioneer and he shall have full authority to conduct the auction in accordance with his usual practices therefore.

2. Conduct of Sale

The Auctioneer shall conduct the auction to the best of his ability.

C. Duties of the Owner

1. Cooperation

The Owner shall cooperate with the Auctioneer in performing the Auctioneer's duties under this agreement as required by law and as required by this agreement, and will not do any act which would tend to interfere with the Auctioneer in performing such duties.

2. Promotion

The Owner shall diligently promote said auction and in so doing must include the Auctioneer's name and license number on any printed material.

3. Preparation

The Owner shall provide a venue conducive to said auction and must comply with requests by Auctioneer regarding but not limited to set up and display of plot plans showing said real estate, registration and check out areas, podium and lighting.

4. Timing

The Owner and the Auctioneer shall devise an auction schedule and order.

5. Sound System

The Owner shall supply and pay for an effective cordless microphone sound system that meets with Auctioneer's approval.

6. Auction Audio and Video

Owner shall not distribute, share, reproduce or rebroadcast in any way, shape or fashion any audio or video of the auction without the express written acknowledgement of the Auctioneer. Any reproduction, rebroadcast or other video or audio transcription of the auction is strictly prohibited.

7. Assistance at the Sale

The Owner shall supply and pay for such personnel as required to sign purchase documents and collect sale proceeds.

8. Inclement Weather/Unforeseen Circumstances

In the event of inclement weather, natural disaster or unforeseen circumstances (town hall closing) where there is a need to postpone the auction, the Owner and Auctioneer shall share additional advertising and promotional expenses equally.

9. Property Not Sold

If any properties which are subject to this agreement are not sold at the auction, the Auctioneer at his discretion will have the opportunity to re-offer them at public auction. Otherwise, the Owner shall be responsible to dispose of them.

10. Title

The Owner represents and warrants that it has full authority to sell, without restriction of any kind or nature whatsoever, and without encumbrance of any kind or nature whatsoever, full title and ownership to all of the properties provided for herein. The Owner by these presence does warrant and hold the Auctioneer harmless from any and all responsibility arising out of a claim that the properties or any part thereof should not have been sold at the auction to which this agreement relates. If the Auctioneer shall in any manner be required to defend against a claim relating to such, the Owner shall pay for any losses incurred by the Auctioneer, including costs of defense and all attorneys' fees.

D. Terms of Sale

1. Reserves

Properties will be sold "absolute" with no minimum bids.

2. No Warranty by Auctioneer

The Auctioneer does not warrant or guarantee the properties as to title, size, approved uses, zoning, conformance to any laws or regulations, or fitness for a particular purpose. If the Auctioneer shall be required to defend any claim relating to such, he shall be held harmless against same by the Owner, and the Owner shall pay for any losses and expenses incurred in defending against such, including attorneys' fees.

3. Proceeds of Sale

The Auctioneer shall have no responsibilities of any kind or nature whatsoever to collect the proceeds of a sale or to in any way account for said proceeds. The full responsibility for the collection of the proceeds of the sale shall be the Owner's.

4. Withdrawn or Redeemed Properties

If any parcel is removed from the auction subsequent to the signing of this agreement, the Owner will pay the Auctioneer the commission based on the assessed value, the sale price of the withdrawn parcel, or the costs incurred whichever is greater.

5. Clear Title

If at the time of closing the Owner is prohibited from selling the property because of a title issue, Owner will compensate Auctioneer for time spent and expenses incurred.

6. Records

The Auctioneer will provide information to the Owner regarding the high bidder and the second highest bidder (underbidder). All other information compiled during the marketing and auction process is considered proprietary and will be retained only by the Auctioneer.

E. Payments to Auctioneer

1. Compensation

The Owner shall pay the Auctioneer Seven Percent (7%) of the gross proceeds of the auction, for completing the sale in accordance with this agreement. The Seven Percent (7%) commission will be charged using a "buyer's premium" and will be paid by the buyer. Owner agrees to pay auctioneer a Seven Thousand Five Hundred Dollar (\$7,500) minimum fee for conducting a single property real estate auction.

2. Expenses

The Auctioneer shall pay all costs of advertising and promotion including but not limited to newspaper advertisements, internet advertising, signage, brochures and postage. Additionally, the Auctioneer shall pay the cost of compensating persons to assist the Auctioneer in conducting the auction sale, travel costs, and telecommunication costs.

3. Collection of Fees

The Owner will be responsible to collect the Auctioneer's commission at the time of each closing and will forward said commission to Auctioneer.

4. Deposit Amounts

When a property is sold at the auction, the non-refundable deposit amount will be held by the Owner as part of the purchase price. If the high bidder subsequently defaults and the real estate transaction is not completed, the deposit amount will be divided equally between the Owner and the Auctioneer.

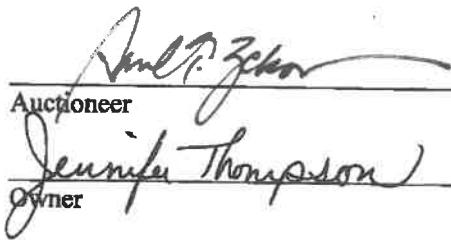
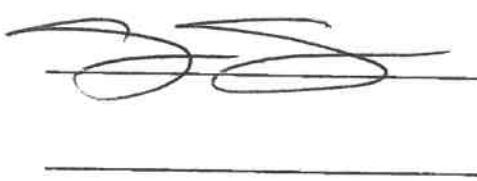
F. Entire Agreement

The contract shall be construed as a Massachusetts contract and constitutes the entire agreement between the Owner and Auctioneer.

G. Breach

If the Owner shall in any manner breach any provision of this agreement, the Auctioneer shall be entitled to all remedies available at law for breach of contract and shall be entitled to interest at 12% per annum on any balance not paid from the date of the auction to the date of payment and shall be reimbursed for all costs of collection, including attorneys' fees.

Witnessed:



Paul P. Zekor
Auctioneer

Jennifer Thompson
Owner

Schedule A

153 West Bacon Street (14-048)

and other properties as periodically determined by the Town.